

**Reseller/Consultant
Non-Disclosure Agreement**

Made as of _____

Between:

Jonoke Software Development Inc.
8709 – 102 Avenue
Edmonton, Alberta
an Alberta Corporation
(the “Company”)

and

(Reseller/Consultant)

1. Understandings

I understand that this statement is a Proprietary Information Agreement (the “Agreement”) with the Company. I understand further that:

The Agreement contains material restrictions on my right to disclose or use, during or subsequent to my association with the Company, information learned or developed by me during my association with the Company.

The Company considers the Agreement to be vitally important to the protection of its business. The Company intends to enforce the terms of the Agreement and to seek appropriate injunctions or restraining orders, as well as monetary compensation, should I violate the Agreement.

I have been advised to consult an attorney regarding any questions I have, and that the Employees, Resellers, Consultants and Agents of the Company are not authorized to, and will not, give me legal advice concerning the Agreement.

2. Purposes

For the purpose of association with the Company, the Reseller/Consultant agrees to the following.

3. Definitions used in this Agreement

“Company”: includes the Company and all its present and future subsidiaries and affiliates;

“Intellectual Property”: means any and all Inventions, Works of Authorship, patents, trademarks, and copyrights which (1) relate directly to the business of the Company or to the actual or demonstrative anticipated research or development of the Company, or (2) result from any work performed by me for the Company, or (3) any Company equipment, supply, facility or trade secret information is used to develop or improve, or (4) are not developed entirely on my own time;

“Inventions”: means any and all discoveries, improvements, ideas, concepts, creative works, and designs, whether or not they are in writing or reduced to practice and whether or not they are patentable.

“Works of Authority”: means those works fixed in any tangible medium of expression from which they can be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device, whether or not they are copyrightable;

“Confidential Information”: means any and all information that is not generally known and that is proprietary to the Company

or any of its clients, Consultants, licensors, or licensed dealers or distributors. Confidential Information includes, without limitation: business plans, customer lists, consultants, financial information, trade secrets about the Company and its products and information, other proprietary information relating to designs, formulas, developmental or experimental work, know-how, products, processes, computer programs, source code, databases, designs, schematics, other original works of authorship, other subject matter related to the Company's research and development, manufacturing, engineering, purchasing, finance, marketing, promotion, distribution and selling activities, whether now existing, acquired, developed or made available anytime in the future to the Company. All information which I have a reasonable basis to consider confidential shall be presumed to be Confidential Information, whether originated by me or others. I agree that any Confidential Information acquired by me is the property of the Company.

4. Confidentiality

I agree at all times during the term of my association with the Company and from then on to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose, transfer or reveal, directly or indirectly to any person or entity, any Confidential Information without the prior written authorization of the Company.

5. Prior Works

In connection with Section 4 above, I understand and agree that all Intellectual Property which I made prior to my association with the Company is excluded from the scope of this Agreement. I have attached a complete list of all prior works in Exhibit A, including patent numbers and brief descriptions of all Intellectual Property in which I claim an interest.

6. Third Party Information

I recognize that the Company has received, and in the future will receive, confidential or proprietary information from third parties, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my association and from then on, a duty to hold all such confidential or proprietary information in the strictest of confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company, consistent with the Company's Agreement with such third party), or to use it for the benefit of anyone other than the Company or such third party (consistent with the Company's Agreement with such third party) without the express written authorization of the Company. Any such information shall be considered Confidential Information for the purposes of this Agreement.

7. Return of Materials

At the request of the Company or on the termination of association with the Company, I will immediately deliver to the President of the Company all papers, notes, data, reference materials, sketches, drawings, memoranda, documentation, software, tools, apparatus and any other materials furnished to me by the Company or that were prepared or made, in whole or in part, by me at any time during my association with the Company, together with the attached Termination Certification, which I agree to sign and deliver.

8. Trade Secrets of Others

I understand that it is the firm policy of the Company to maintain the rights of any party with whom I have a confidentiality or proprietary rights agreement. I will not disclose to the Company or induce the Company to use the proprietary information of others. I do not have any existing obligation to others that might be inconsistent with any of the provisions in this Agreement, except for those obligations identified on a separate page and attached to this Agreement as Exhibit B.

9. At Will Association, Surviving Terms

My association with the Company is at will, and may be terminated by me or the Company at any time; however, my obligations in this Agreement will survive the termination of my association with the Company. I will assist the Company in obtaining and protecting patents and copyrights in Intellectual Property in all countries. Upon rendering assistance to the Company after my association, the Company will pay me a reasonable sum as determined by the Company for my time and expenses.

10. Notice

I authorize the Company to notify others, including customers of the Company and my future employers, of the terms of this agreement and my responsibilities.

11. Injunctive Relief

I understand that in the event of a breach or threatened breach of this agreement by me, the Company may suffer irreparable harm and consequently will be entitled to injunctive relief to enforce this Agreement.

12. Notification Time

In the event that I am required by judicial or administrative process to disclose Confidential Information, I shall promptly notify Company, and allow the Company reasonable time to oppose such process.

13. Assignment

I may not assign any of my rights or delegate any of my obligations under this Agreement to any third party without the express written permission of the Company.

14. Governing Law

The validity, construction and performance of this Agreement shall be governed and constructed by the internal laws of the Province of Alberta.

15. Headings

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for the convenience or refer-

ence and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or any of the provisions of this Agreement.

16. Certain Invalid Sections

If any provisions of this Agreement are held by a court of competent Jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

**In witness of this,
the Reseller/Consultant and the Company
have executed this Agreement
as of the day and year first written above.**

Reseller/Consultant: _____

Company: Jonoke Software Development Inc.

Signed: _____

Signed: _____

Name: _____

Name: Jody Bevan

Title: President

**Reseller/Consultant
Non-Disclosure Agreement**

Made as of _____

Between:

Jonoke Software Development Inc.
8709 – 102 Avenue
Edmonton, Alberta
an Alberta Corporation
(the “Company”)

and

(Reseller/Consultant)

1. Understandings

I understand that this statement is a Proprietary Information Agreement (the “Agreement”) with the Company. I understand further that:

The Agreement contains material restrictions on my right to disclose or use, during or subsequent to my association with the Company, information learned or developed by me during my association with the Company.

The Company considers the Agreement to be vitally important to the protection of its business. The Company intends to enforce the terms of the Agreement and to seek appropriate injunctions or restraining orders, as well as monetary compensation, should I violate the Agreement.

I have been advised to consult an attorney regarding any questions I have, and that the Employees, Resellers, Consultants and Agents of the Company are not authorized to, and will not, give me legal advice concerning the Agreement.

2. Purposes

For the purpose of association with the Company, the Reseller/Consultant agrees to the following.

3. Definitions used in this Agreement

“Company”: includes the Company and all its present and future subsidiaries and affiliates;

“Intellectual Property”: means any and all Inventions, Works of Authorship, patents, trademarks, and copyrights which (1) relate directly to the business of the Company or to the actual or demonstrative anticipated research or development of the Company, or (2) result from any work performed by me for the Company, or (3) any Company equipment, supply, facility or trade secret information is used to develop or improve, or (4) are not developed entirely on my own time;

“Inventions”: means any and all discoveries, improvements, ideas, concepts, creative works, and designs, whether or not they are in writing or reduced to practice and whether or not they are patentable.

“Works of Authority”: means those works fixed in any tangible medium of expression from which they can be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device, whether or not they are copyrightable;

“Confidential Information”: means any and all information that is not generally known and that is proprietary to the Company

or any of its clients, Consultants, licensors, or licensed dealers or distributors. Confidential Information includes, without limitation: business plans, customer lists, consultants, financial information, trade secrets about the Company and its products and information, other proprietary information relating to designs, formulas, developmental or experimental work, know-how, products, processes, computer programs, source code, databases, designs, schematics, other original works of authorship, other subject matter related to the Company's research and development, manufacturing, engineering, purchasing, finance, marketing, promotion, distribution and selling activities, whether now existing, acquired, developed or made available anytime in the future to the Company. All information which I have a reasonable basis to consider confidential shall be presumed to be Confidential Information, whether originated by me or others. I agree that any Confidential Information acquired by me is the property of the Company.

4. Confidentiality

I agree at all times during the term of my association with the Company and from then on to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose, transfer or reveal, directly or indirectly to any person or entity, any Confidential Information without the prior written authorization of the Company.

5. Prior Works

In connection with Section 4 above, I understand and agree that all Intellectual Property which I made prior to my association with the Company is excluded from the scope of this Agreement. I have attached a complete list of all prior works in Exhibit A, including patent numbers and brief descriptions of all Intellectual Property in which I claim an interest.

6. Third Party Information

I recognize that the Company has received, and in the future will receive, confidential or proprietary information from third parties, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my association and from then on, a duty to hold all such confidential or proprietary information in the strictest of confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company, consistent with the Company's Agreement with such third party), or to use it for the benefit of anyone other than the Company or such third party (consistent with the Company's Agreement with such third party) without the express written authorization of the Company. Any such information shall be considered Confidential Information for the purposes of this Agreement.

7. Return of Materials

At the request of the Company or on the termination of association with the Company, I will immediately deliver to the President of the Company all papers, notes, data, reference materials, sketches, drawings, memoranda, documentation, software, tools, apparatus and any other materials furnished to me by the Company or that were prepared or made, in whole or in part, by me at any time during my association with the Company, together with the attached Termination Certification, which I agree to sign and deliver.

8. Trade Secrets of Others

I understand that it is the firm policy of the Company to maintain the rights of any party with whom I have a confidentiality or proprietary rights agreement. I will not disclose to the Company or induce the Company to use the proprietary information of others. I do not have any existing obligation to others that might be inconsistent with any of the provisions in this Agreement, except for those obligations identified on a separate page and attached to this Agreement as Exhibit B.

9. At Will Association, Surviving Terms

My association with the Company is at will, and may be terminated by me or the Company at any time; however, my obligations in this Agreement will survive the termination of my association with the Company. I will assist the Company in obtaining and protecting patents and copyrights in Intellectual Property in all countries. Upon rendering assistance to the Company after my association, the Company will pay me a reasonable sum as determined by the Company for my time and expenses.

10. Notice

I authorize the Company to notify others, including customers of the Company and my future employers, of the terms of this agreement and my responsibilities.

11. Injunctive Relief

I understand that in the event of a breach or threatened breach of this agreement by me, the Company may suffer irreparable harm and consequently will be entitled to injunctive relief to enforce this Agreement.

12. Notification Time

In the event that I am required by judicial or administrative process to disclose Confidential Information, I shall promptly notify Company, and allow the Company reasonable time to oppose such process.

13. Assignment

I may not assign any of my rights or delegate any of my obligations under this Agreement to any third party without the express written permission of the Company.

14. Governing Law

The validity, construction and performance of this Agreement shall be governed and constructed by the internal laws of the Province of Alberta.

15. Headings

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for the convenience or refer-

ence and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or any of the provisions of this Agreement.

16. Certain Invalid Sections

If any provisions of this Agreement are held by a court of competent Jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

**In witness of this,
the Reseller/Consultant and the Company
have executed this Agreement
as of the day and year first written above.**

Reseller/Consultant: _____

Company: Jonoke Software Development Inc.

Signed: _____

Signed: _____

Name: _____

Name: Jody Bevan

Title: President